NATHAN BORSON
COMPUTER CONSULTANT

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Attn: Bob Ferrano
          Universal Service Administration Corporation
FAX: 973-884-8378

Date: June 13, 2000

Subject: Application # 166867
          Gustavus Public Library

Mr. Ferrano:

You requested to see the contract referred to in the following funding request:

| e. Maintenance contract **for internal connections** | LAN, Server, and Internet access maintenance agreement covers one year of on-call diagnostics and repair services. | Includes labor. Does not include the cost of repairing or replacing equipment, but where the equipment is covered by the manufacturer's warranty I will obtain the warranty service. | $2,400.00 |

The contract is attached.

I hope this explains what I have proposed for the library. Please feel free to contact me directly if you have further questions about this bid item.

Sincerely,

Nathan Borson
Nathan Borson
Owner

Maintenance Contract

Subscriber: Kathy Leary, Administrator
Gustavus Public Library
PO Box 279
Gustavus, AK 99826

Beginning: July 1, 2000   **Ending**: June 30, 2001

Term

This contract shall be in effect from the *beginning* through the *ending* dates shown above. As this is a *maintenance* contract, problems existing prior to *beginning* are not covered. Problems that arise before *ending* are covered even if the repair is not accomplished by *ending* provided that Nathan Borson receives notification of the problem within 7 days after *ending*. Service will commence with payment.

Payment

Subscriber will pay $2,400 to Nathan Borson. Nathan Borson will accept payment from the Universal Service Administration Corporation and will cooperate with e-rate billing procedures and other requirements of the e-rate program. Nathan Borson certifies that services provided under this contract qualify for e-rate discounts.

Covered Equipment

Nathan Borson will provide certain services (see *Provided Services,* below) for certain *subscriber*-owned *covered equipment* described in this section. This contract does not provide services for any other equipment, whether or not it is specifically described under *Excluded Equipment,* below.

Local Area Network

The Local Area Network (LAN) consists of any Ethernet wiring, jacks, and network hubs and switches.

Internet Access

Internet access equipment includes routers and connections to Internet Service Providers.

Servers

Servers are computers whose primary purpose is providing file sharing, printer sharing, web server, authentication, communications, and other services to client computers. Only computers running network operating systems such as Windows NT Server or Windows 2000 Server are *Covered Equipment*.

Excluded Equipment

Workstations

Workstations are computers whose primary purpose is to interact directly with human users. Workstations may incidentally provide file or print services to other computers on a peer basis. Computers running Windows 95, Windows 98, Windows Millennium, Windows NT Workstation, and Windows 2000 Professional are *Excluded Equipment* no matter what their primary purpose is.

Peripherals

Peripherals include printers, scanners, modems, monitors (not attached to *servers*) and any other devices not part of *servers, LANs,* or *Internet Access.* Dedicated print server devices are *Excluded Equipment*.

Provided Services

Nathan Borson or one of his associates, at his discretion, will provide the following services only for *Covered Equipment* for the *Term* of this contract. Only labor is provided under this contract.

Maintenance and administration

Backups. Conduct regular backups of server data to removable media. Nathan Borson shall not be liable for lost data in the event that it cannot be recovered from backup.

Administration. Manage configuration, users, accounts, files, and other aspects of the *Covered Equipment* as needed to assure that it continues functioning as it did at the beginning of the term of this contract.

Troubleshooting and Repair

Subscriber shall notify Nathan Borson of any problems with *Covered Equipment* by sending a message to technicians@gustavus.lib.ak.us or calling (907) 697-2313. Nathan Borson may change the method of notification by notifying the subscriber.

Nathan Borson will initially respond to such notification within 72 hours. Nathan Borson shall restore *Covered Equipment* to at least the condition of its operation at the beginning of the *Term* of this contract. However, this restoration will consist only of labor for diagnosing the malfunction and re-configuring or replacing equipment and software to affect the repair. *Subscriber* will bear any cost of third-party supplies and equipment repair or replacement. Where equipment is covered under the manufacturer's or vendor's warranty, Nathan Borson will procure the warranty services.

Services not provided

Only labor is provided under this contract. No equipment, supplies, or software will be provided. This contract does not cover the provision of security services such as firewall configuration, anti-virus measures, or intrusion monitoring.

No Guarantee

Nathan Borson will make all reasonable efforts to prevent problems with *Covered Equipment* and remedy those that arise. Neither Nathan Borson nor his associates promise uninterrupted operation or data integrity. Unanticipated problems, catastrophic failures, natural disasters, accidents, and malicious attacks can cause damage to hardware, software, and data despite the services provided under this contract. Nathan Borson's sole obligation is to provide the services described. His maximum liability is to provide the labor to repair, to the extent reasonably possible, any damage to covered equipment. In no event shall Nathan Borson be liable for the cost of equipment or supplies, nor shall he be liable for loss of data or the cost of its recovery or reconstruction.

Nathan Borson
_____   January 12, 2000
Nathan Borson   _____
Owner   Date

_____   _____
Subscriber Signature   Date

Kathy Leary_____   Administrator_____
Subscriber's printed name   Subscriber's Title